

TOWN OF GRANITE QUARRY BOARD OF ALDERMEN REGULAR MEETING MINUTES Monday, April 8, 2024 6:00 p.m.

Present: Mayor Brittany Barnhardt, Alderman John Linker, Alderwoman Laurie Mack, Alderman Rich

Luhrs

Not Present: Mayor Pro Tem Doug Shelton

Staff: Interim Town Manager/Fire Chief/Public Works Director Jason Hord, Town Clerk Aubrey Smith,

Town Attorney Zachary Moretz, Finance Officer Shelly Shockley, Police Chief Mark Cook

Call to Order: Mayor Barnhardt called the meeting to order at 6:00 p.m.

Moment of Silence: Mayor Barnhardt led a moment of silence.

Pledge of Allegiance: The Pledge of Allegiance was led by Mayor Barnhardt.

1. Approval of the Agenda

ACTION: Alderwoman Mack made a motion to approve the agenda as presented. Alderman Luhrs seconded the motion. The motion passed 3-0.

2. Approval of the Consent Agenda

A. Approval of the Minutes

- 1) Regular Meeting March 11, 2024
- 2) Closed Session March 11, 2024 (handout)
- 3) Budget Workshop March 20, 2024
- **B.** Departmental Reports
- C. Financial Reports
- D. Appointment to Community Appearance Commission
- E. N-Focus 24/25 Planning Agreement

ACTION: Alderman Luhrs made a motion to approve the consent agenda. Alderwoman Mack seconded the motion. The motion passed 3-0.

3. Public Comments – There were no public comments.

4. Town Manager's Update

Interim Town Manager Jason Hord shared highlights from the Town Manager's Update in the agenda packet including Officer Osborne completing his Specialized Firearms Instructor course and updates on the Granite Industrial Park sign and wayfinding project status.

There was Board consensus to move on to item 7- Ordinance Charter Amendment- since Planning, Zoning, and Subdivision Administrator Richard Flowe was running behind and not yet able to present on the ordinances for items 5 & 6.

Old Business

7. Ordinance Charter Amendment

Clerk Smith shared that the final step in the charter amendment process would be to adopt the ordinance amending the charter by changing the name of the Board of Aldermen to "Town Council" and changing the term of the mayor from two years to four years beginning at the 2025 election. After the ordinance is adopted, a notice will be posted and the public will have 30 days to submit a referendum petition.

ACTION: Alderman Luhrs made a motion to adopt Ordinance 2024-01 amending the Charter of the Town of Granite Quarry. Alderwoman Mack seconded the motion. The motion passed 3-0.

8. Policy Travel Policy

Clerk Smith shared that the amendments based on the discussion and feedback at the March meeting were made to the Travel and Expense Reimbursement Section of the Personnel Policy to include language regarding Board approval of elected official travel requests. The requests will go through the same pre-auditing process as any other request.

ACTION: Alderman Luhrs made a motion to adopt Resolution 2024-02 amending the Travel and Expense Reimbursement section of the Personnel Policy. Alderwoman Mack seconded the motion. The motion passed 3-0.

New Business

9. Budget Amendment Town Branding

Manager Hord shared that the requested budget amendment would cover the town-branded street signs the Board discussed purchasing at the Budget Workshop. There was Board discussion on the design. Manager Hord will bring back more options that have Granite Quarry printed across the top or bottom of the sign. There was Board consensus to use blue instead of green. The preference was for proof D with the town name across the sign.

The action will be delayed until the proof is ready to make sure the pricing doesn't change.

10. Budget Amendment Utilities

Manager Hord shared that the requested budget amendment would cover the increases due to rising costs of electricity.

ACTION: Alderman Linker made a motion to approve Budget Amendment FY #7 as presented. Alderman Luhrs seconded the motion. The motion passed 3-0.

11. Contract TAP RFQ Responses Review

Manager Hord shared that staff placed an RFQ out for professional engineering services for the TAP project and received two responses. After review, staff recommended Alley, Williams, Carmen, & King, Inc.

There was Board consensus to work with Alley, Williams, Carmen, & King, Inc. for professional engineering services for the NCDOT TAP GQ Sidewalk Connectivity Project and to authorize Manager Hord to negotiate the contract.

12. Resolution

PARTF Grant / Civic Park Master Plan

Manager Hord shared that Stewart drafted the site-specific master plan and sent the final draft that was distributed to the Board today. The adopted plan is necessary for the PARTF application. The PARTF grant awards up to \$500,000.00 and the Town would have a dollar-for-dollar match. The Board reviewed the Civic Park Master Plan draft.

ACTION: Alderman Linker made a motion to adopt Resolution 2024-03 to adopt the Civic Park Master plan and direct the Town Manager to oversee the application submitted on behalf of the Town for the PARTF grant. Alderman Luhrs seconded the motion. The motion passed 3-0.

13. Proclamations

Mayor Barnhardt recognized the proclamations for the month of May included in the agenda packet.

A. National Day of Prayer
B. Teacher Appreciation Week
C. Nurses Week
May 6-10
May 6-12

The Board moved back to items 5&6.

5. Public Hearing

Zoning Map Amendment 2024-04-08 Troutman

A. Staff Summary

Planning, Zoning, and Subdivision Administrator Richard Flowe was not yet in attendance, so the Board moved to the public hearing.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:39 p.m.
 - Mike Brinkley spoke in opposition of the proposed Zoning Map Amendment and stated concerns with the access. He presented deeds and background information concerning the affected property to the Board.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:43 p.m.

B. Board Discussion

Board members discussed their individual opinions on the proposed project. One of the concerns cited was regarding the applicant not being the builder.

The Board moved to the next item without taking action.

6. Public Hearing

Zoning Text Amendment 2024-04-08 Food Trucks

A. Staff Summary

Planning, Zoning, and Subdivision Administrator Richard Flowe was not yet in attendance, so the Board moved to the public hearing.

B. Public Hearing

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:59 p.m.
 - There were no public comments.
- 2) Closed: Mayor Barnhardt closed the public hearing at 7:00 p.m.

C. Board Discussion

Board members discussed their individual opinions on the amendments as illustrated in the version of Article 15 with strikethroughs included in the agenda packet.

ACTION: Alderman Luhrs made a motion to table items 5 & 6 (*Ordinance ZMA-2024-04-08* & *Ordinance ZTA-2024-04-08*) until the Budget Workshop on April 22, 2024 at 3:00 p.m. Alderwoman Mack seconded the motion. The motion passed 3-0.

14. Board Comments – There were no Board comments.

15. Announcements and Date Reminders

Announcements and Date Kenniders								
A.	Wednesday	April 10	5:00 p.m.	Centralina Executive Board Meeting				
В.	Wednesday	April 10	5:30 p.m.	Community Appearance Commission				
C.	Tuesday	April 16		Chamber Washington DC Trip				
D.	Wednesday	April 17		Chamber Washington DC Trip				
E.	Thursday	April 18	7:30 a.m.	Chamber Power in Partnership Breakfast				
F.	Saturday	April 20	9:00 a.m.	Litter Sweep				
G.	Tuesday	April 23		NCLM City Vision Conference				
Н.	Wednesday	April 24		NCLM City Vision Conference				
I.	Thursday	April 25		NCLM City Vision Conference				
J.	Wednesday	April 24	5:30 p.m.	CRMPO TAC Meeting				
K.	Saturday	April 27	1:00 p.m.	Arts in the Park				
L.	Thursday	May 2	5:30 p.m.	Events Committee				
Μ.	Monday	May 6	6:00 p.m.	Planning Board/Board of Adjustment				
N.	Tuesday	May 7		Chamber Raleigh Trip				
Ο.	Wednesday	May 8	5:00 p.m.	Centralina Board of Delegates Meeting				
P.	Wednesday	May 8	5:30 p.m.	Community Appearance Commission				
Q.	Sunday	May 12		Mother's Day				

ACTION: Alderman Linker made a motion to excuse Alderman Luhrs from the meeting. Alderwoman Mack seconded the motion. The motion passed 3-0.

Alderman Luhrs left the meeting at 7:09 p.m.

16. Closed Session Personnel

ACTION: Alderman Linker made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(6) to discuss the performance of an individual public officer or employee. Alderwoman Mack seconded the motion. The motion passed with all in favor.

The Board went into closed session at 7:10 p.m. The Board came out of closed session at 7:38 p.m.

ACTION: Alderman Linker made a motion to return to open session. Alderwoman Mack seconded the motion. The motion passed with all in favor.

ACTION: Alderman Linker made a motion to accept the evaluation (for Jason Hord's PW Director position) with a "Clearly Exceeds" and the associated salary adjustment tied to the evaluation. Alderwoman Mack seconded the motion. The motion passed with all in favor.

Adjournment

ACTION: Alderwoman Mack made a motion to adjourn. Alderman Linker seconded the motion. The motion passed with all in favor.

The meeting ended at 7:39 p.m.

Respectfully Submitted,

<u>Aubrey Smith</u> Town Clerk



STATE OF NORTH CAROLINA COUNTY OF ROWAN

AGREEMENT WITH LOCAL GOVERNMENT

THIS AGREEMENT made the _			
a North Carolina unit of Local	Government (h	nereinafter	known as "Local Government"); and, N-Focus, Inc. , a North
Carolina corporation (hereinat	fter known as "	Contractor'), by signatures below, enter into the following Agreement

WITNESSETH:

WHEREAS Contractor has expertise in local government functions and Local Government has a need for such functions; and

WHEREAS Local Government and Contractor desire to enter into this Agreement;

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

- 1. **Planning, Zoning & Subdivision Administrator** (Richard Flowe, AICP) serves as the qualified professional administrator of the GQDO.
 - a. Planning board activity,
 - b. Meeting with developers re major projects
 - c. Plan review of major projects
 - d. Map and text amendments
 - e. Annexations
 - Board of Adjustment testimony
 - g. Court testimony
- 2. **Assistant Planning, Zoning & Subdivision Administrator** (Susan Closner, CZO) acts as day-to-day front-line contact for incoming activity in zoning and development administration.
 - a. Minor permits (small projects: house, pool, shed, sign, etc.)
 - b. Assist with coordinating paperwork for PS&SA task listed above.
 - c. Coordinate pre-submittal conferences, meetings, etc.
 - d. Coordinate/handle document submittals for TRC review/comments and distributions to outside agencies (NCDOT, etc.)
 - e. Issue documents and approvals as authorized by PZ&SA on case-by-case basis.
 - 3. Code Enforcement Functions include:
 - a. Investigations of complaints and/or reports of violations;
 - b. Preparation of materials for distribution and notifications to owners of record and/or occupants of violation activities;
 - c. Meeting and/or hearing with owners of record and/or occupants of violation activities;
 - d. Field inspections to determine progress and/or compliance;
 - e. Preparation of governing and/or advisory board/council/commission reporting materials;

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- f. Presentations of governing and/or advisory board/council/commission reporting materials;
- g. Assisting owners of record and/or occupants of violation activities and advising said to achieve compliance;
- h. Coordination with Local Government legal counsel, when necessary, to provide supporting materials as may be required for the filing of actions and/or liens;
- i. Participation in Court proceedings as necessary; and
- j. Updating and submitting summary reports on periodic activities and accomplishments.

Section B. TERMS AND CONDITIONS

- 1. Contractor Personnel: To ensure the performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of Contractor, to Local Government. The primary professional shall be responsible for Contractor personnel performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, assigned to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions.
- 2. E-Verify: Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 3. Certifications: Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 4. **Equal Employment Opportunity**: Contractor, without limitation of any provision set forth herein, expressly agrees to abide by any and all applicable federal and/or State equal employment opportunity statutes, rules and regulations, as may be from time to time modified or amended.
- **5. Status of Contractor:** Contractor and Local Government agree that in the performance of Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
- 6. Work Products: All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar functions for other jurisdictions.

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Initials: MM Date: 4/8/24

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- 7. Progress Reporting: Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.
- 8. Period of Service (POS): Functions defined in "Section A." herein above shall be performed routinely based upon a mutually agreeable schedule during the period July 1, 2024 and ending June 30, 2025. POS as defined herein may be amended through either Termination, as set forth in "Section B.14." herein, or, Extension, as set forth in "Section B.16." herein.
- Functions to be performed as defined in "Section A." herein above shall be 9. Level of Service (LOS): provided as follows:
 - a) Planning, Zoning & Subdivision Administrator 21 Hours / Month on average for a total of 252 Hours.
 - b) Assistant Planning, Zoning & Subdivision Administrator 10 Hours / Week on average for a total of 520 Hours.
 - c) Code Enforcement 16 hours / month on average for a total of 192 Hours.

LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization, with Compensation, as defined in "Section B.10." herein, and Payments, as defined in "Section B.11." herein, adjusted accordingly.

- Compensation for Functions to be performed as defined in "Section A.1" herein 10. Compensation: above shall be as follows:
 - Planning, Zoning & Subdivision Administrator Thirty-Six Thousand Forty and no/100's (\$36,040.00) Dollars.
 - b) Assistant Planning, Zoning & Subdivision Administrator Twenty-Nine Thousand Ome Hundred Twenty and no/100's (\$29,120.00) Dollars.
 - c) Code Enforcement Officer Fifteen Thousand Seven Hundred Forty-Four and no/100's (**\$15,744,00**) Dollars.

For a total of Eighty Thousand Nine Hundred Four and no/100's (\$80,904.00) dollars for the POS, as noted in "Section B.8." herein. The fee is inclusive of all personnel costs including but not limited to:

Compensation is inclusive of all personnel costs including but not limited to:

- a. Base Salary plus:
 - i. Social Security & Medicare (FICA)
 - ii. State Unemployment Insurance (SUTA)
 - iii. Federal Unemployment Insurance (FUTA)
 - iv. Worker's Compensation Insurance
- Benefits:
 - i. Health, Life & Disability Insurance
 - ii. Paid Vacation & Personal Time
 - iii. Paid Holidays
 - iv. Paid Travel Time
- Professional Development & Certifications;

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- d. Cellular Communications;
- e. Company Vehicle with
 - i. Vehicle Insurance
 - ii. Vehicle Operations & Maintenance
- f. Meals & Lodging; and
- g. Management cost

Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e., printing, postage, etc.) provided by Contractor on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government jurisdiction, or attend meetings outside Local Government jurisdiction, shall be reimbursed at the current IRS Standard Mileage Rate unless a Local Government vehicle is provided.

- 11. Payments: Local Government shall provide twelve (12) equal monthly payments per Payment Schedule (see "Exhibit A" herewith attached) in the amount of Six Thousand Seven Hundred Forty-Two and no/100's (\$6,742.00) dollars without invoice. Monthly payments shall be made during the monthly POS defined in "Section B.8." herein with the first payment due and payable within ten (10) days of the beginning of the POS defined in "Section B.8." herein. A late payment penalty equal to 1.5% of the unpaid balance of either monthly payments, monthly invoicing, or quarterly invoicing may be assessed.
- 12. Access: Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.
- 13. Liability: Contractor personnel assigned to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160D-402(c) and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.8." herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.
- 14. **Termination:**Contractor or Local Government may terminate this Agreement for any reason with thirty (30) days written notification. In the event of early termination by Local Government, compensation for all Functions provided by Contractor through the termination date will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the termination date. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS defined in "Section B.8." herein or within one-hundred-eighty (180) days of the effective date of Agreement Termination and/or Expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement Termination and/or Expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.

Initials: <u>PAR</u> Date: <u>05.22.23</u>

Initials: 18/19 Date: 4/8/19



- 15. **Expiration:** This Agreement shall expire at 11:59 pm on June 30, <u>2025</u>, unless extended as defined in "Section B.16." herein.
- 16. Extension: This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon Extension of this Agreement, POS as defined in "Section B.8" herein, LOS as defined in "Section B.9." herein, Compensation as defined in "Section B.10." herein, and Payments as defined in "Section B.11." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.
- 17. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
- 18. Force Majeure: Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities, or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, pandemics, acts or failures of Local Government or others.
- 19. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
- 20. Dispute Resolution: It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination, or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.
- 21. Counterparts: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 22. **Entire Agreement**: Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.

Initials: <u>PAR</u> Date: <u>05.22.23</u>

Initials: 10 Date: 4/8/24



23. **Representatives**: On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO Patricia A. Rader, Secretary/Treasurer & COO

24. Notification:

N-Focus

Granite Quarry – FY 25_Planning Agreement

All correspondence shall be directed to:
Patti Rader, Manager
N-Focus, Inc.
315 South Main Street, Suite 200
Kannanolis, NC 28081

Kannapolis, NC 28081 704.933.0772

PRader@NFocusPlanning.org

Section C. ACCEPTANCE:	
Patricia A. Rader	March 25, 2024
Patricia A. Rader, Manager	Date
ACCEPTED on behalf of Local Government by:	1
Math Julion Signature	Date Date CRANTED
Printed name of authorized person signed above.	Date Date Date OFFICAL SEAL Date Date
Clerk to the governing board/council of Local Government	Date Take
PRE-AUDIT: This document has been pre-audited in accordance with applicable N	orth Carolina General Statute.
Stelly Shookley Finance Officer	4/8/24 Date

Initials: <u>PAR</u> Date: <u>05.22.23</u>
Initials Date: <u>4/8/24</u>



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N-Focus

Granite Quarry – FY 25_Planning Agreement

Initials: <u>PAR</u> Date: <u>05.22.23</u>
Initials: <u>MAL</u> Date: <u>4/8/24</u>



Form W-9 Request for Taxpayer Give Form to the **Identification Number and Certification** (Rev. October 2018) Department of the Treasury Internal Revenue Service requester. Do not send to the IRS. Go to www.irs.gov/FormW9 for Instructions and the latest information. n on your income tax return). Name is required on this line; do not leave this line blank. N-Focus, Inc. 2 Business name/disregarded entity name, if different from above 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ Partnership single-member LLC ☐ Trust/estate Limited liability company. Enter the tax classification (C≈C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is enother LLC that is not disregarded from the owner for LLS, federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner for LLS, federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Exemption from FATCA reporting code (if any) Other (see instructions) > (Applies to accounts maintained outside the U.S.) 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional) 315 South Main Street, Suite 200 6 City, state, and ZIP code Kannapolis, NC 28081 Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN), However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a Social security number Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter. 2 6 0 6 1 4 6 Part II Certification Under penalties of perjury, I certify that; 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancelation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. Sign Here Signature of U.S. person ► 3/29 Form 1099-DIV (dividends, including those from stocks or mutual **General Instructions** Section references are to the Internal Revenue Code unless otherwise noted. Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) . Form 1099-S (proceeds from real estate transactions) **Purpose of Form** Form 1099-K (merchant card and third party network transactions) An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (IRN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. • Form 1099-INT (interest earned or paid) Form W-9 (Flev. 10-2018) Cat. No. 10231X

N-Focus

Initials: <u>PAR</u> Date: <u>05.22.23</u>

Initials: Date: 4/x/24



N·Focus, Inc.

Town ofGranite Quarry

"Exhibit A"

• FY 25_Planning_Agreement

Payment Schedule

	Payment Due		Check Number		(12) Equal Monthly Payments in the Amount of	Contract Balance	Notes
					\$ 6,742.00	\$ 80,904.00	
	2024						
1	July 10th			1	\$ 6,742.00	\$ 74,162.00	
2	Aug. 10th			2	\$ 6,742.00	\$ 67,420.00	
3	Sept. 10th			3	\$ 6,742.00	\$ 60,678.00	
4	Oct. 10th			4	\$ 6,742.00	\$ 53,936.00	
5	Nov. 10th			5	\$ 6,742.00	\$ 47,194.00	
6	Dec. 10th			6	\$ 6,742.00	\$ 40,452.00	
	2025						
7	Jan. 10th			7	\$ 6,742.00	\$ 33,710.00	
8	Feb. 10th			8	\$ 6,742.00	\$ 26,968.00	
9	March 10th			9	\$ 6,742.00	\$ 20,226.00	
10	April 10th			10	\$ 6,742.00	\$ 13,484.00	
11	May 10th			11	\$ 6,742.00	\$ 6,742.00	
12	June 10th			12	\$ 6,742.00	\$ -	

N·Focus

Granite Quarry – FY 25 Planning Agreement

Initials: <u>PAR</u> Date: <u>03.25.24</u>

Initials: Mgd Date: 4 /8 /24

N-Focus

Initials: <u>PAR</u> Date: <u>05.22.23</u>

Granite Quarry – FY 25_Planning Agreement

Initials Date: 4/8/24

Page 9 of 9

ORDINANCE NO. 2024-01

AN ORDINANCE AMENDING THE CHARTER OF THE TOWN OF GRANITE QUARRY

WHEREAS, pursuant to G.S.160A-101 and 160A-102, the Board of Aldermen of the Town of Granite Quarry resolved to consider adoption of an ordinance to amend the Charter of the Town on February 12, 2024; and

WHEREAS, pursuant to G.S.160A-101 and 160A-102, this Charter amendment would change the name of the Board to "Town Council" as authorized by G.S. 160A-101(3) and provide for the election of the Mayor for a term of four years beginning in 2025, and every four years thereafter as authorized by G.S. 160A-101(4); and

WHEREAS, a public hearing on the proposed ordinance was duly called and did occur at Town Hall, 143 N. Salisbury Avenue, Granite Quarry, NC at 6:00 pm on March 11, 2024; and final consideration of the ordinance was set at the next regular meeting of the Granite Quarry Board of Aldermen on Monday, April 8, 2024, and proper notice of such was published in the Salisbury Post; and

WHEREAS, The Board of Aldermen heard all evidence and argument at the public hearing and duly considered all relevant comment; and

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Granite Quarry:

Section 1. Pursuant to G.S.160A-101 and 160A-102, the Charter of the Town of Granite Ouarry is hereby amended to change the name of the Board to "Town Council" as authorized by G.S. 160A-101(3) and to provide for the election of the Mayor for a term of four years beginning in 2025, and every four years thereafter as authorized by G.S. 160A-101(4).

Section 2. The Town Clerk shall cause a notice to be duly published, within ten days of this action, stating that an ordinance amending the Charter has been adopted. This ordinance shall be in full force and effect from 30 days after such publication, unless a valid petition for referendum is received pursuant to G.S. 160A-103 and 160A-104.

Adopted this 8th day of April, 2024. OFFICAL SEAL SEAL

ATTEST:

APPROVED AS TO FORM:

GRAMITO UNARRY NORTH Aubrey Smith, Town Clerk Zachary Moretz, Town Attorney

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RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, TO AMEND TRAVEL AND EXPENSE REIMBURSEMENT LANGUAGE IN THE PERSONNEL POLICY

WHEREAS, the Town of Granite Quarry maintains a personnel policy the purpose of which is to establish a system of personnel administration for recruiting, selecting, employing, developing, and maintaining an effective and responsible workforce; and

WHEREAS, the Town of Granite Quarry wishes to amend that policy by updating the language in Article VI Section 15 Travel and Expense Reimbursement; and

WHEREAS, the language is being updated, as shown in the attachment, to reflect the process by which elected official travel-related expense requests will be processed; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Granite Quarry, North Carolina that from and after the effective date of this resolution, the amendments to the Personnel Policy attached to this resolution are hereby adopted.

RESOLVED, APPROVED, AND EFFECTIVE UPON ADOPTION BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 8^{TH} DAY OF APRIL 2024.

Brittany H. Barnhardt, Mayor

Aubrey Smith, Town Clerk

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ARTICLE VI. EMPLOYEE BENEFITS Section 15. Travel and Expense Reimbursement

Employees, elected officials, and appointed officials will from time to time, be involved in out-of-town travel to attend schools, business meetings, conferences, etc. All reasonable expenses (e.g., meals, lodging, etc.) shall be reimbursed according to the guidelines stated in this section. In no instance will alcohol be reimbursed.

When planning to travel on Town business, employees are required to review the Town's Travel and Expense Reimbursement Policy and discuss per diem rates for meals and lodging with the Finance Officer and their supervisor. All elected official travel-related requests will be reviewed and agreed upon by the Board before being submitted to the Finance Officer and Town Manager for the preauditing and budgeting process.

The Town of Granite Quarry will reimburse employees for associated cost(s) as follows:

- a) Mileage The Town will reimburse employees at the prevailing IRS rate for mileage with prior supervisor approval, if a Town vehicle is not available for the trip. This will be re-evaluated annually, at the beginning of the fiscal year.
- b) Meals Per diem rates for meals and incidentals that may be incurred by a traveling employee will be reimbursed according to the <u>U.S. General Services Administration's posted Travel Reimbursement Rates.</u> Employees should obtain information about travel allowances from the Finance Officer prior to traveling on Town business.
- c) Registration All approved registration/tuition costs for training or workshops are paid in full by the Town. Employees should check with the Finance Officer regarding the preferred method of payment.
- d) Lodging Per diem rates for hotels that may be incurred by a traveling employee will be reimbursed according to the <u>U.S. General Services Administration's posted Travel Reimbursement Rates.</u> The Town will pay the cost for a hotel room for an overnight stay with prior supervisor approval. Employees must include a copy of the hotel receipt with the completed Reimbursement Request.
- e) Other Other expenses associated with Town-related travel may qualify for reimbursement with supervisor approval.
- f) Obtaining Reimbursement Employees must complete the Request for Reimbursement form with all receipts attached and turn in to their supervisor for approval within one week following the travel. The supervisor is responsible for promptly turning in the approved form to the Finance Officer for payment. Gratuities/tips are reimbursable within the per diem totals for meals. Alcoholic beverages are not a reimbursable expense. Reimbursement will not be made unless appropriate forms and receipts are turned in.

Article VI. Employee Benefits

Town of Granite Quarry

FISCAL YEAR 2023-2024 BUDGET AMENDMENT REQUEST #7

April 8, 2024

PURPOSE: To increase Streets (Non-Powell Bill) – Utilities (01-4511-33) and decrease Sanitation – Contracted Services (01-4710-44) by \$11,000 to account for increased utilities costs.

General Fund – Fund 01

Expenses:

GL Acct #	Account Description	Increase (Decrease):		
01-4511-33	Streets – Utilities	\$ 11,000		
01-4710-44	Sanitation – Contracted Services	(\$ 11,000)		
	Total Increase/Decrease:	0		

The above Budget Amendment was approved denied by the Manager or Board on $\frac{4/8}{24}$

Brittany H. Barnhardt, Mayor

Shelly Shockley, Finance Officer



RESOLUTION 2024-03

A RESOLUTION TO ADOPT A SITE-SPECIFIC MASTER PLAN FOR THE CIVIC PARK AND IN SUPPORT OF AN APPLICATION FOR THE PARKS AND RECREATION TRUST FUND (PARTF) GRANT

WHEREAS, the Town of Granite Quarry, North Carolina is pursuing funding for improvements to Granite Civic Park; and

WHEREAS, the Town of Granite Quarry and Stewart Engineering, Inc. have worked together to collect public input from the residents of Granite Quarry and other users of the Civic Park to create a Civic Park Master Plan designed to reflect the needs and desires of the Town and its residents as related to the park and recreational elements; and

WHEREAS, the results of that public input are the "Civic Park Master Plan", which is presented to the Board on this date for review, a copy of which shall be on permanent file in Granite Quarry Town Hall; and

WHEREAS, the Town of Granite Quarry recognized the need to formulate a detailed improvement plan for the Civic Park and collected input from Granite Quarry residents to conduct a thorough site analysis to provide for and continually improve park and recreational facilities; and

WHEREAS, the North Carolina Parks and Recreation Trust Fund provides funding for communities to expand recreational opportunities for their residents; and

WHEREAS, the Board of Aldermen of the Town of Granite Quarry supports the improvements to the Civic Park; and

WHEREAS, the Town of Granite Quarry intends to request \$500,000.00 which is 50% of the total project cost which is anticipated to be \$1,000,000.00.

BE IT RESOLVED that the Granite Quarry Board of Aldermen supports the following: 1) the adoption of the site-specific master plan for the Civic Park and 2) the submission of a grant application to the Parks and Recreation Trust Fund for the improvements to Civic Park; and the Board of Aldermen will allocate \$500,000.00 from the general fund to match the amount awarded by the State if the PARTF application is approved.

ADOPTED BY THE BOARD OF ALDERMEN OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA, ON THIS THE 8TH DAY OF APRIL 2024.

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ATTEST:

Aubrey Smith, Town Clerk



BY THE MAYOR OF GRANITE QUARRY A PROCLAMATION for THE NATIONAL DAY OF PRAYER

Throughout history America has faced trials and triumphs, and WHEREAS:

> Americans have responded in prayer seeking courage and comfort, inspiration, and joy-filled celebration. Faith compels us to seek and cling

to the Light in times of darkness and spread light to those in need.

From the first gatherings of our Founding Fathers, elected officials WHEREAS:

have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, wrote that they, "the Representatives of the united States of America, in General Congress, Assembled, appealing to the Supreme Judge of the world..." and carried on to present day in Presidential Proclamations such as last year's invitation to "join him in asking for God's continued

guidance, mercy, and protection.", and

A National Day of Prayer has not only been a part of our heritage since it WHEREAS:

was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as The National Day of

Prayer; and

In every state across America the observance of the National Day of WHEREAS:

Prayer will be held on Thursday, May 2, 2024, with the theme, "Lift Up the Word, Light Up the World," based on the verses found in 2 Samuel 22:29-31, "For you are my lamp, O Lord, and my God lightens my darkness ... This God—his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him."

and

Unified prayer is mobilized across America every first Thursday of May WHEREAS:

on the National Day of Prayer as neighbors come together to join their hearts and voices in reading sacred Scriptures and attending services to seek God for the city and country where we live, learn, work, worship,

serve, and desire all to thrive; and

We express our faith and exercise our freedom in prayer, then unite our WHEREAS:

> hearts and voices in personal prayer and public gatherings across America with fervent praise, repentance, love, and humble intercession for our neighbor and nation, holding fast to the promises throughout the Holy Scriptures that the Lord hears and avails much as He answers the

faith-filled prayers of His people.

NOW, THEREFORE, I, BRITTANY H. BARNHARDT, by virtue of the authority vested in me as the Mayor of the Town of Granite Quarry and the laws of the United States, do hereby proclaim May 2, 2024, as a National Day of Prayer.

Proclamation

Teacher Appreciation Week May 6-10, 2024

Whereas: North Carolina's children are the future of our state, and

teachers are essential to the success of that future; and

Whereas: teachers work to open students' minds to ideas, knowledge, and

dreams and change the lives of millions of children every day; their work has a lasting impact that extends far beyond the

boundaries of the classroom; and

Whereas: our teachers play a key role in determining what values, ideals,

and priorities are held and respected by the future generations of our state and nation, and we cannot continue to take them

for granted; and

Whereas: teachers are essential to empowering families and

communities to support our children, invest in education, and

contribute to the growth and progress of our state; and

Whereas: we recognize teachers' countless sacrifices and hours spent

planning, counseling, instructing, coaching, evaluating, and

caring for their students in and outside the classroom; and

Whereas: nationwide, Teacher Appreciation Week celebrations are an

opportunity to acknowledge the critical role teachers play in

shaping the future; and

Whereas: the Town of Granite Quarry joins in honoring teachers and will

continue our commitment to support our teachers and school

system today and every day;

OFFICAL SEAL

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Therefore: I, Brittany H. Barnhardt, Mayor of the Town of Granite

Quarry, on behalf of the Board of Aldermen, do hereby proclaim May 6-10, 2024, as "TEACHER APPRECIATION WEEK" in Granite Quarry, and commend its observance to all

citizens.

In Witness

Bhereof: I have hereunto set my hand and affixed the seal of the Town

of Granite Quarry on this the 8th day of April 2024.

Brittany H. Barnhardt, Mayor

Attest

Aubrey Smith, Town Clerk



NATIONAL NURSES WEEK 2024

WHEREAS, Florence Nightingale, born in 1820, is known as the founder of modern nursing; and

WHEREAS, Clara Barton, a nurse who earned the nickname "angel in the battlefield" during the Civil War, went on to create the American Red Cross in 1881; and

WHEREAS, today, there are more than 3.9 million professionally active RNs and licensed practical nurses in the United States; and

WHEREAS, nursing is the nation's largest health care profession and one of the largest workforces in the United States; and

WHEREAS, nearly 20% of all registered nurses in the United States hold a master's degree; and

WHEREAS, there are over 160,000 registered and licensed practical nurses in North Carolina; and

WHEREAS, the first National Nurses Week in the U.S. was held Oct. 11-16, 1954, in observance of the 100th anniversary of Florence Nightingale's mission to Crimea; and

WHEREAS, National Nurses Week was designated by the White House and President Nixon in 1974, and has been recognized each year from May 6 to May 12; and

WHEREAS, nurses are on the frontlines of a world pandemic and face unprecedented times; and

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WHEREAS, nurses are considered the most trustworthy of all professions in the United States.

NOW, THEREFORE, I, Brittany H. Barnhardt, Mayor of the Town of Granite Quarry, on behalf of the Board of Aldermen and the citizens of Granite Quarry do hereby proclaim May 6 to May 12, 2024 as Nurses Week in Granite Quarry and commend this observance to our citizens.

> ADOPTED this 8th day of April 2024. GRANITE OF GRANITE OF THE OFFICE OFFI

> > ATTEST:

Aubrey Smith, Town Clerk

rnhardt, Mayor